

IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF ARKANSAS

NO. 4:09CR00265 SWW

UNITED STATES OF AMERICA	)	18 U.S.C. § 922 (d)(1),(g)(1), (t)(1)(a)
	)	18 U.S.C. § 924(a)(1)(A), (a)(2), (a)(5)
V.	)	26 U.S.C. § 5861(d), 5871
	)	18 U.S.C. § 1955
	)	18 U.S.C. § 371
GEORGE WYLIE THOMPSON	)	8 U.S.C. § 1325(c)
CARY L. GAINES	)	18 U.S.C. § 1349
SAMUEL GAYLON BAGGETT	)	18 U.S.C. § 1343
	)	18 U.S.C. § 1001
	)	18 U.S.C. § 2

SECOND SUPERSEDING INDICTMENT

THE GRAND JURY CHARGES:

COUNT 1

(Felon in Possession)

A. That prior to May 12, 2009, in the Eastern District of Arkansas, the Defendant,

GEORGE WYLIE THOMPSON

had been convicted as follows:

1. In the United States District Court, of Conspiracy to Distribute Cocaine and Possession of Cocaine with Intent to Deliver, in criminal case number LR-CR-89-132(3); and

2. In Pulaski County Circuit Court, of Possession With Intent to Deliver Marijuana, in criminal case number CR-03-1523.

B. That each of the crimes set forth in paragraph A above occurred on separate dates and was punishable by a term of imprisonment exceeding one year.

C. That on or about May 12, 2009, in the Eastern District of Arkansas,

GEORGE WYLIE THOMPSON

did knowingly possess in and affecting commerce at least one of the following firearms, to wit:

- 1) Ruger, model Blackhawk, .30 caliber revolver, serial number 51-09902.
- 2) Smith and Wesson, model 17, .22 caliber revolver, serial number K563158.
- 3) Smith and Wesson, model 17, .22 caliber revolver, serial number 14K9543.
- 4) Smith and Wesson, model 15, .38 caliber revolver, serial number K573955.
- 5) Smith and Wesson, model 19, .357 caliber revolver, serial number 9K94047.
- 6) Taurus, model 941, .22 caliber revolver, serial number XH30041.
- 7) Colt, model Target, .22 caliber pistol, serial number TM11317.
- 8) Ruger, model 22/45, .22 caliber pistol, serial number 225-09711.
- 9) Kimber, model Classic Custom, .45 caliber pistol, serial number K049570.
- 10) Kimber, model Stainless II, .45 caliber pistol, serial number K082052.
- 11) Hammerli, model Sig Trialside, .22 caliber pistol, serial number E0040848.
- 12) Smith and Wesson, model 25, .45 caliber revolver, serial number N714073.
- 13) Ruger, model Mark II, .22 caliber pistol, serial number 222-63932.
- 14) Ruger, model Mark II, .22 caliber pistol, serial number 225-61080.
- 15) Colt, model Frontier Scout, .22 caliber revolver, serial number 956G.
- 16) Volquartsen Custom, .22 caliber pistol, serial number P00291.
- 17) Iver Johnson, model Hercules, 410 gauge shotgun, manufactured without a serial number.
- 18) Mossberg, model 500, 410 gauge shotgun, serial number J010282.
- 19) Remington, model 1100, 12 gauge shotgun, serial number M286530V.

- 20) Charter Arms, model Off Duty, .38 caliber revolver, serial number 1080257.
- 21) Kimber, model Eclipse Ultra II, .45 caliber pistol, serial number KU53163.
- 22) High Standard, model HD, .22 caliber pistol, serial number 307104.
- 23) High Standard, model HD, .22 caliber pistol, serial number 166710.
- 24) Kimber, .22 caliber rifle, serial number KA01244.
- 25) Ruger, model 10/22, .22 caliber rifle, serial number 238-91874.
- 26) Browning, model Buck Mark, .22 caliber pistol, serial number 655PT12293.
- 27) Browning, .22 caliber pistol, serial number 49561U72.
- 28) Browning, .22 caliber pistol, serial number 331069.
- 29) Kimber, model Rimfire Target, .22 caliber pistol, serial number K134009.
- 30) Colt, model Woodsman, .22 caliber pistol, serial number 4962-S.
- 31) Colt, model Colt 22, .22 caliber pistol, serial number PH10216.
- 32) Ruger, model Mark II, .22 caliber pistol, serial number 225-12049.
- 33) Browning, model Buck Mark, .22 caliber pistol, serial number 655NR17945.
- 34) Hammerli, model Sig Trailside, .22 caliber pistol, serial number E0048907.
- 35) Hammerli, model Sig Trailside, .22 caliber pistol, serial number E0041794.
- 36) Kimber, model Rimfire Target, .22 caliber pistol, serial number K117204.
- 37) Browning, model Buck Mark, .22 caliber pistol, serial number 515MZ17441.
- 38) Colt, model Woodsman, .22 caliber pistol, serial number 24044S.
- 39) Kimber, model Rimfire Target, .22 caliber pistol, serial number K130466.
- 40) Kimber, model Compact Custom, .45 caliber pistol, serial number KC01924.
- 41) Remington, model 597, 17 caliber rifle, serial number 2977888M.

- 42) Browning, model Light 12, 12 gauge shotgun, serial number 01694PM211.
- 43) Browning, .22 caliber rifle, serial number 24532T37.
- 44) Smith and Wesson, model 916, 12 gauge shotgun, serial number 524B64.
- 45) Anschutz, model 1415, .22 caliber rifle, serial number 1396296.
- 46) Ruger, model 10/22, .22 caliber rifle, serial number 240-13842.
- 47) Weatherby, Mark XXII, .22 caliber rifle, serial number J-32445.
- 48) Ruger, model 10/22, .22 caliber rifle, serial number 239-32711.
- 49) Ruger, model 77/22, .22 caliber rifle, serial number 702-17530.
- 50) Volquartsen Custom, model Fusion, .22 caliber rifle, serial number TD00157.
- 51) Browning, .20 gauge shotgun, serial number 0Z35787.
- 52) Ruger, model 10/22, .22 caliber rifle, serial number 245-56571.
- 53) Glock, model 22, .40 caliber pistol, serial number ALZ706US.
- 54) Ruger, model 10/22, .22 caliber rifle, serial number 245-49620.
- 55) Bushmaster, model XM-15, .223 caliber rifle, serial number L199658.
- 56) Remington, model 597, .17 caliber rifle, serial number 2972774M.
- 57) Anschutz, model 1416, .22 caliber rifle, serial number 3033055.
- 58) Ruger, model 77/22, .17 caliber rifle, serial number 703-14391.
- 59) Ruger, model 77/22, .22 caliber rifle, serial number 702-45987.
- 60) Norinco, model BWK-92, .223 caliber rifle, serial number 302665.
- 61) Hammerli, model Sig Trialside, .22 caliber pistol, serial number E0053497.
- 62) High Standard, model Sport King, .22 caliber pistol, serial number 2453857.
- 63) Taurus, model Tracker, .17 caliber revolver, serial number YC283594.

- 64) Ruger, model Mark I, .22 caliber pistol, serial number 13-87002.
- 65) Ruger, model Blackhawk, .45 caliber revolver, serial number 47-78331.
- 66) Taurus, model 96, .22 caliber revolver, serial number IA114176.
- 67) Ruger, model Single Six, .22 caliber revolver, serial number 65-80646.
- 68) Anschutz, model 1415, .22 caliber rifle, serial number 1309082.
- 69) Colt, model Woodsman, .22 caliber pistol, serial number 053969S.
- 70) Ruger, model 22/45, .22 caliber pistol, serial number 224-27700.
- 71) Browning, model BPR22, .22 caliber rifle, serial number 14695RN176.
- 72) Ruger, model Single Six, .22 caliber revolver, serial number 264-68138.
- 73) D C Industries, model FA91, .308 caliber rifle, serial number 0011243.
- 74) Savage, model 12, .308 caliber rifle, serial number F759538.
- 75) Ruger, model 10/22, .22 caliber rifle, serial number 290-17308.
- 76) High Standard, model Olympic, .22 caliber pistol, serial number 525965.
- 77) Colt, model Python Hunter, .357 caliber revolver, serial number K23798.
- 78) Dan Wesson Arms, .22 caliber revolver, serial number 22563.
- 79) Ruger, model Mark II, .22 caliber pistol, serial number 223-65132.
- 80) Ruger, model Mark I, .22 caliber pistol, serial number 14-39212.
- 81) Ruger, model Mark I, .22 caliber pistol, serial number 311888.
- 82) Smith and Wesson, model 41, .22 caliber pistol, serial number 28626.
- 83) Smith and Wesson, model 422, .22 caliber pistol, serial number TBZ0614.
- 84) Colt, model Match Target, .22 caliber pistol, serial number 239718-5.

- 85) Harrington and Richardson, model 603, .22 caliber revolver, serial number AX109054.
- 86) Smith and Wesson, model 41, .22 caliber pistol, serial number A780116.
- 87) Browning, model Challenger, .22 caliber pistol, serial number 655PY07885.
- 88) Ruger, model Bearcat, .22 caliber revolver, serial number 90-21026.
- 89) Ruger, model Single Six, .22 caliber revolver, serial number 67-03113.
- 90) Ruger, model Single Six, .17 caliber revolver, serial number 264-30099.
- 91) Ruger, model 10/22, .22 caliber rifle, serial number 124-43577.
- 92) High Standard, model Duramatic, .22 caliber pistol, serial number 1110191.
- 93) High Standard, model Supermatic, .22 caliber pistol, serial number ML05138.
- 94) Winchester, model 1200, 12 gauge shotgun, serial number L1306950.
- 95) Israel Weapon Ind., model Uzi A, 9-millimeter rifle, serial number SA32806.
- 96) Steyr, model GB, 9-millimeter pistol, serial number P04792.
- 97) Browning, model Hi Power, 9-millimeter pistol, serial number 69C21070.
- 98) Browning, model Buck Mark, .22 caliber pistol, serial number 655NT34235.
- 99) High Standard, model Supermatic, .22 caliber pistol, serial number 1374026.
- 100) Thompson Center Arms, model Contender, .22 caliber pistol, serial number 117625.
- 101) Browning, model Buck Mark, .22 caliber pistol, serial number 655PR09320.
- 102) Hammerli, model Sig Trailside, .22 caliber pistol, serial number E0012008.
- 103) Ruger, model Mark II, .22 caliber pistol, serial number 221-26012.
- 104) Browning, .22 caliber pistol, serial number 2011ST69.

- 105) Taurus, model Tracker, .22 caliber revolver, serial number WF128332.
- 106) Ruger, model Mark II, .22 caliber pistol, serial number 222-04731.
- 107) Taurus, model Tracker, .22 caliber revolver, serial number XJ231138.
- 108) Hammerli, model Sig Trailside, .22 caliber pistol, serial number E0017957.
- 109) Kimber, model Rimfire Target, .17 caliber pistol, serial number K137241.
- 110) Taurus, model Tracker, .17 caliber pistol, serial number WE124306.
- 111) Ruger, model Mark II, .22 caliber pistol, serial number 214-85233.
- 112) Ruger, model, GP100, .357 caliber revolver, serial number 174-79618.
- 113) Ruger, model 77/22, .22 caliber rifle, serial number 703-47058.
- 114) Ruger, model 10/22, .22 caliber rifle, serial number 245-57220.
- 115) Ruger, model Mark II, .22 caliber pistol, serial number 226-11039.
- 116) Imbel (Springfield Armory), model 1911A1, .45 caliber pistol, serial number N500047.
- 117) Remington, model 870 Express, 12 gauge shotgun, serial number X248929M.
- 118) Ruger, model 10/22, .22 caliber rifle, serial number 245-57003.
- 119) Ruger, model 10/22, .22 caliber rifle, serial number 126-34685.
- 120) Colt, model Python, .357 caliber revolver, serial number V48358.
- 121) Browning, model 1885, .22 caliber rifle, serial number 05723NT2L7.
- 122) CZ, model 452-2E ZKM, .17 caliber rifle, serial number A043740.
- 123) Savage, .22 caliber rifle, serial number obliterated.
- 124) Heckler and Koch, model HK91, .308 caliber rifle, serial number A052406.
- 125) Calico, model M100, .22 caliber rifle, serial number D001455.

- 126) Ruger, model Mark II, .22 caliber pistol, serial number 16-45569.
- 127) Colt, model Colt 22, .22 caliber pistol, serial number PH17428.
- 128) Ruger, model 10/22, .22 caliber rifle, serial number 243-30657.
- 129) Ruger, model M77, .204 caliber rifle, serial number 791-17273.
- 130) Browning, model Buck Mark, .22 caliber rifle, serial number 213MX04981.
- 131) Browning, model BPR22, .22 caliber rifle, serial number 01926PM276.
- 132) Marlin, model 17VS, .17 caliber rifle, serial number 97616996.
- 133) Anschutz, model 1730D, .22 caliber rifle, serial number 3057653.
- 134) Ruger, model Single Six, .22 caliber revolver, serial number 67-13683.
- 135) Ruger, model 10/22, .22 caliber rifle, serial number 110-65108.
- 136) Smith and Wesson, model 648, .22 caliber revolver, serial number CFT8619.
- 137) Browning, model Light 12, 12 gauge shotgun, serial number 69G83712.
- 138) Browning, model Buck Mark, .22 caliber pistol, serial number 515NP19262.
- 139) Ruger, model Mark II, .22 caliber pistol, serial number 13-26778.
- 140) F.N. (FN Herstal), model Five-Seven, 5.7 caliber pistol, serial number 386116921.
- 141) F.N. (FN Herstal), model Five-Seven, 5.7 caliber pistol, serial number 386113378.
- 142) HS Products (IM Metal), model XD40, .40 caliber pistol, serial number US417906.
- 143) Sig-Sauer, model 226, 9-millimeter caliber pistol, serial number U405515.
- 144) Ruger, model Mark II, .22 caliber pistol, serial number 221-70232.
- 145) Taurus, model Raging Bee, .218 caliber revolver, serial number VK994831.

146) Ruger, model Mark II, .22 caliber pistol, serial number 218-89157.

147) Ruger, model Single Six, .22 caliber revolver, serial number 264-36403.

All in violation of Title 18, United States Code, Section 922(g)(1) and 924(a)(2).

COUNT 2

(Knowingly Disposing of a Firearm to a Felon)

That on or about January 17, 2007 in the Eastern District of Arkansas, the Defendant,

SAMUEL GAYLON BAGGETT

aiding and abetting others known and unknown to the Grand Jury, did knowingly sell and otherwise dispose of and cause to be sold or otherwise disposed of, a firearm, namely a Taurus, model Raging Bee, .218 caliber revolver, serial number VK994831, to GEORGE WYLIE THOMPSON, knowing and having reasonable cause to believe that THOMPSON had been convicted in a court of a crime punishable by imprisonment for a term exceeding one year,

All in violation of Title 18, United States Code, Sections 922(d)(1), 924(a)(2), and 2.

COUNT 3

(False Statement by a Federally Licensed Firearms Dealer)

That on or about January 17, 2007 in the Eastern District of Arkansas, the Defendant,

SAMUEL GAYLON BAGGETT

did knowingly make a false statement and representation with respect to information required by Chapter 44 to be kept in the records of a federally licensed firearms dealer, namely that he verified the ATF Form 4473 for the disposition of a Taurus, model Raging Bee, .218 caliber revolver, serial number VK994831, knowing that the information in the form was false,

All in violation of Title 18, United States Code, Sections 924(a)(1)(A).

COUNT 4

(False Statement)

_____ On or about June 5, 2009, in the Eastern District of Arkansas, the Defendant,

SAMUEL GAYLON BAGGETT

in a matter within the jurisdiction of the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF") and the Federal Bureau of Investigation ("FBI") did knowingly and willfully make a false, fraudulent, and fictitious material statement and representation; that is, he stated to an ATF agent and an FBI agent that he had never sold a firearm to GEORGE WYLIE THOMPSON through a third party, when in fact, he knew that statement was false.

All in violation of Title 18, United States Code, Section 1001.

COUNT 5

(Felon in Possession)

A. That prior to March 3, 2009, in the Eastern District of Arkansas and elsewhere, the Defendant

GEORGE WYLIE THOMPSON

had been convicted as follows:

1. In the United States District Court, of Conspiracy to Distribute Cocaine and Possession of Cocaine with Intent to Deliver, in criminal case number LR-CR-89-132(3); and
2. In Pulaski County Circuit Court, of Possession With Intent to Deliver Marijuana, in criminal case number CR-03-1523.

B. That each of the crimes set forth in paragraph A above occurred on separate dates and was punishable by a term of imprisonment exceeding one year.

C. That on or about March 3, 2009, in the Eastern District of Arkansas and elsewhere,

GEORGE WYLIE THOMPSON

did knowingly possess in and affecting commerce a firearm, to wit, a Sig Sauer, model unknown, . 22 caliber pistol, serial number unknown,

All in violation of Title 18, United States Code, Section 922(g)(1) and 924(a)(2).

COUNT 6

(Aiding and Abetting a Felon in Possession)

A. That prior to March 3, 2009, in the Eastern District of Arkansas and elsewhere, GEORGE WYLIE THOMPSON, had been convicted as follows:

1. In the United States District Court, of Conspiracy to Distribute Cocaine and Possession of Cocaine with Intent to Deliver, in criminal case number LR-CR-89-132(3); and

2. In Pulaski County Circuit Court, of Possession With Intent to Deliver Marijuana, in criminal case number CR-03-1523.

B. That each of the crimes set forth in paragraph A above occurred on separate dates and was punishable by a term of imprisonment exceeding one year.

C. That on or about March 3, 2009, in the Eastern District of Arkansas and elsewhere,

SAMUEL GAYLON BAGGETT

aided and abetted a felon, GEORGE WYLIE THOMPSON, to knowingly possess in and affecting commerce a firearm, to wit, a Sig Sauer, model unknown, . 22 caliber pistol, serial number unknown,

All in violation of Title 18, United States Code, Sections 922(g)(1), 924(a)(2), and 2.

COUNT 7

(False Statement)

_____ On or about June 5, 2009, in the Eastern District of Arkansas, the Defendant,

SAMUEL GAYLON BAGGETT

in a matter within the jurisdiction of the United States Department of Justice, Bureau of Alcohol, Tobacco, Firearms, and Explosives ("ATF"), and the Federal Bureau of Investigation ("FBI") did knowingly and willfully make a false, fraudulent, and fictitious material statement and representation; that is, he stated to an ATF agent and an FBI agent that he never had a conversation with GEORGE WYLIE THOMPSON regarding firearms that THOMPSON owned, and that he never sold a firearm for THOMPSON, when in fact he knew those statements were false.

All in violation of Title 18, United States Code, Section 1001.

COUNT 8

(Felon in Possession)

A. That prior to May 12, 2009, in the Eastern District of Arkansas, the Defendant,

GEORGE WYLIE THOMPSON

had been convicted as follows:

1. In the United States District Court, of Conspiracy to Distribute Cocaine and Possession of Cocaine with Intent to Deliver, in criminal case number LR-CR-89-132(3); and

2. In Pulaski County Circuit Court, of Possession With Intent to Deliver Marijuana, in criminal case number CR-03-1523.

B. That each of the crimes set forth in paragraph A above occurred on separate dates and was punishable by a term of imprisonment exceeding one year.

C. That on or about May 12, 2009, in the Eastern District of Arkansas, the Defendant,

GEORGE WYLIE THOMPSON

did knowingly possess in and affecting commerce at least one of the following pieces of ammunition, to wit:

- 1) 600 rounds of foreign manufactured 7.62 caliber ammunition.
- 2) 200 rounds of .40 caliber, Winchester brand ammunition.
- 3) 5 rounds of 20 gauge, assorted brand ammunition.
- 4) 2900 rounds of .22 caliber, assorted brand ammunition.
- 5) 1800 rounds of .22 caliber, CCI brand ammunition.
- 6) 1 round of .38 caliber, Winchester brand ammunition.
- 7) 50 rounds of .22 caliber, Winchester brand ammunition.
- 8) 50 rounds of .22 caliber, Winchester brand ammunition.
- 9) 990 rounds of .17 caliber, assorted brand ammunition.
- 10) 6660 rounds of .22 caliber, assorted brand ammunition.
- 11) 140 rounds of .357 caliber, assorted brand ammunition.
- 12) 20 rounds of .40 caliber Winchester brand ammunition.
- 13) 20 rounds of .306 caliber, Remington brand ammunition.
- 14) 70 rounds of .308 caliber, assorted brand ammunition.

- 15) 15 rounds of 12 gauge, Remington brand ammunition.
- 16) 144 rounds of .308 caliber, assorted brand ammunition.
- 17) 500 rounds of .45 caliber, Sellier & Bellot brand ammunition.
- 18) 1000 rounds of .17 caliber, Hornaday brand ammunition.
- 19) 1900 rounds of .22 caliber, assorted brand ammunition.
- 20) 106 rounds of .30 caliber, Winchester brand ammunition.
- 21) 36 rounds of 9-millimeter caliber, assorted brand ammunition.
- 22) 262 rounds of .22 caliber, assorted brand ammunition.
- 23) 26 rounds of .410 gauge, Winchester brand ammunition.
- 24) 17 rounds of .357 caliber, unknown brand ammunition.
- 25) 20 rounds of .308 caliber, unknown brand ammunition.
- 26) 526 rounds of .38 caliber, assorted brand ammunition.
- 27) 4050 rounds of .22 caliber, assorted brand ammunition.
- 28) 350 rounds of .218 caliber, Winchester brand ammunition.
- 29) 200 rounds of .22 caliber, assorted brand ammunition.
- 30) 1750 rounds of .17 caliber, assorted brand ammunition.
- 31) 5575 rounds of .22 caliber, assorted brand ammunition.
- 32) 200 rounds of .204 caliber, Winchester brand ammunition.
- 33) 5000 rounds of .22 caliber, CCI brand ammunition.
- 34) 5000 rounds of .22 caliber, CCI brand ammunition.
- 35) 531 rounds of 20 gauge, assorted brand ammunition.
- 36) 6 rounds of .45 caliber, assorted brand ammunition.

- 37) 98 rounds of .22 caliber, assorted brand ammunition.
- 38) 40 rounds of .22 caliber, Federal brand ammunition.
- 39) 4925 rounds of .22 caliber, assorted brand ammunition.
- 40) 942 rounds of .22 caliber assorted brand ammunition.
- 41) 246 rounds of .45 caliber, assorted brand ammunition.
- 42) 208 rounds of .308 caliber, assorted brand ammunition.
- 43) 215 rounds of .22 caliber, assorted brand ammunition.
- 44) 225 rounds of 12 gauge, Remington brand ammunition.
- 45) 50 rounds of 12 gauge, Remington brand ammunition.
- 46) 1118 rounds of 9-millimeter, assorted brand ammunition.
- 47) 1000 rounds of foreign manufactured, .308 caliber ammunition.
- 48) 2000 rounds of .17 caliber, CCI brand ammunition.
- 49) 6000 rounds of .22 caliber, assorted brand ammunition.
- 50) 300 rounds of .20 gauge, Remington brand ammunition.
- 51) 3900 rounds of .22 caliber, assorted brand ammunition.
- 52) 1793 rounds of .22 caliber, assorted brand ammunition.
- 53) 1700 rounds of .22 caliber, assorted brand ammunition.
- 54) 100 rounds of .20 gauge, Remington brand ammunition.
- 55) 87 rounds of .308 caliber, assorted brand ammunition.
- 56) 25 rounds of .410 gauge, Remington brand ammunition.
- 57) 50 rounds of .357 caliber, Remington brand ammunition.
- 58) 1120 rounds of .22 caliber, CCI brand ammunition.

- 59) 75 rounds of .410 gauge, assorted brand ammunition.
- 60) 8500 rounds of .22 caliber, assorted brand ammunition.
- 61) 525 rounds of .20 gauge, Remington brand ammunition.
- 62) 2900 rounds of .22 caliber, Remington brand ammunition.
- 63) 36 rounds of .38 caliber, Remington brand ammunition.
- 64) 5 rounds of .38 caliber, Remington brand ammunition.
- 65) 500 rounds of .22 caliber, assorted brand ammunition.
- 66) 5 rounds of .25 caliber, assorted brand ammunition.
- 67) 150 rounds of .22 caliber, assorted brand ammunition.
- 68) 82 rounds of .22 caliber, assorted brand ammunition.
- 69) 4 rounds of .40 caliber, assorted brand ammunition.
- 70) 9 rounds of .308 caliber, assorted brand ammunition.
- 71) 280 rounds of .357 caliber, assorted brand ammunition.
- 72) 4 rounds of 12 gauge, Remington brand ammunition.
- 73) 300 rounds of 9-millimeter, assorted brand ammunition.
- 74) 1353 rounds of .22 caliber, assorted brand ammunition.
- 75) 289 rounds of 9-millimeter, assorted brand ammunition.
- 76) 50 rounds of .17 caliber, assorted brand ammunition.
- 77) 10 rounds of .22 caliber, Federal brand ammunition.
- 78) 50 rounds of .22 caliber, Hornaday brand ammunition.
- 79) 4 rounds of .357 caliber, CCI brand ammunition.
- 80) 150 rounds of .17 caliber, assorted brand ammunition.

- 81) 650 rounds of .22 caliber, assorted brand ammunition.
- 82) 250 rounds of .22 caliber, CCI brand ammunition.
- 83) 1250 rounds of 5.7 caliber, FN brand ammunition.
- 84) 27 rounds of 9-millimeter caliber, assorted brand ammunition.
- 85) 1500 rounds of .17 caliber, Hornaday brand ammunition.
- 86) 950 rounds of .22 caliber, assorted brand ammunition.
- 87) 100 rounds of .45 caliber, Corbon brand ammunition.
- 88) 150 rounds of .218 caliber, Winchester brand ammunition.

All in violation of Title 18, United States Code, Section 922(g)(1) and 924(a)(2).

COUNT 9

(Conspiracy)

 A. **The Charge**

From on or about December 5, 2008 to on or about May 12, 2009 in the Eastern District of Arkansas and elsewhere, the Defendants,

**GEORGE WYLIE THOMPSON and
SAMUEL GAYLON BAGGETT**

conspired with each other and with others known and unknown to the Grand Jury to commit certain offenses against the United States, that is, to knowingly dispose of and cause to be disposed of at least one of the following pieces of ammunition, namely Cor-Bon .45 caliber ammunition; CCI brand .22 magnum caliber ammunition; and Speer Gold Dot .357 caliber ammunition, to THOMPSON, knowing and having reasonable cause to believe that THOMPSON had been convicted in a court of a

crime punishable by imprisonment for a term exceeding one year,

All in violation of Title 18, United States Code, Sections 922(d)(1) and 924(a)(2).

B. Object of the Conspiracy

_____ It was part of the conspiracy that THOMPSON would request that BAGGETT order certain types of ammunition and that BAGGETT complied with such requests and would provide the ammunition to THOMPSON.

C. Overt Acts

In furtherance of the conspiracy and to effectuate the objects of it, one or more co-conspirators committed one or more of the following overt acts in the Eastern District of Arkansas and elsewhere:

1. On December 5, 2008, THOMPSON called BAGGETT and inquired about the price of CCI brand .22 magnum caliber ammunition.
2. On January 27, 2009, BAGGETT called THOMPSON and stated that he was going to get some specs on the ammunition that THOMPSON requested. During the call THOMPSON requested 500 rounds of .357, .45, and .22 magnum caliber ammunition.
3. On February 5, 2009, BAGGETT called THOMPSON and again discussed the specifications of the ammunition THOMPSON requested. Also in that call, THOMPSON placed an order for ammunition.
4. On February 11, 2009, BAGGETT called THOMPSON and told THOMPSON that he had THOMPSON'S "stuff," which included 500 rounds of "CCI mag" ammunition, five boxes of .45 caliber ammunition, and four boxes of .357 Gold Dot ammunition. THOMPSON told BAGGETT that he would see BAGGETT the next day. BAGGETT, who was calling from the land line telephone at his shop, told THOMPSON "I got it here" in reference to the fact that he had the ammunition at his

shop.

5. On February 12, 2009, THOMPSON called BAGGETT's shop and told BAGGETT that he would be there in a minute.

All in violation of Title 18, United States Code, Section 371.

COUNT 10

(Illegal Silencers)

On or about May 12, 2009, in the Eastern District of Arkansas, the Defendant,

GEORGE WYLIE THOMPSON

did knowingly possess at least one of the following firearm silencers, as defined in Title 26, United States Code, Section 5845(a)(7), and Title 18, United States Code, Sections 921(a)(3) and (24), and described as follows:

1. Cylindrical device, measuring approximately 19-1/2 inches in length and approximately 1 inch in diameter;
2. Cylindrical device, measuring approximately 5-1/2 inches in length and approximately 1-1/4 inches in diameter;
3. Cylindrical device, measuring approximately 17-5/8 inches in length and approximately 1 inch in diameter;
4. Cylindrical device, measuring approximately 10-1/4 inches in length and approximately 1-1/2 inches in diameter; and
5. Cylindrical device, measuring approximately 6-1/2 inches in length and approximately 1-1/2 inches in diameter;

which were not registered to him in the National Firearms Registration and Transfer Records as required by Title 26, United States Code, Section 5841,

All in violation of Title 26, United States Code, Section 5861(d) and 5871.

COUNT 11

(Illegal Gambling Business)

From in or about October 9, 2007 and continuing thereafter up to and including May of 2009, in the Eastern District of Arkansas, the Defendant,

GEORGE WYLIE THOMPSON

with others known and unknown to the Grand Jury, aiding and abetting one another, conducted, financed, managed, supervised, and directed all or part of an illegal gambling business, that is, a sports bookmaking operation in violation of the laws of the State of Arkansas, A.C.A. § 5-66 *et seq.* including but not limited to A.C.A. §§ 5-66-113, 5-66-114, and 5-66-116, which gambling business involved five or more persons who conducted, financed, managed, supervised, directed and owned all or part of said illegal gambling business, and which remained in substantially continuous operation for a period in excess of thirty days.

All in violation of Title 18, United States Code, Sections 1955 and 2.

COUNT 12

(Conspiracy to Conduct an Illegal Gambling Business)

A. **The Charge**

From in or about October 9, 2007 and continuously thereafter up to and including May of 2009, in the Eastern District of Arkansas and elsewhere, the Defendant,

GEORGE WYLIE THOMPSON

conspired with others known and unknown to the Grand Jury to commit certain offenses against the United States, that is, to conduct, finance, manage, supervise, and direct all or part of an illegal gambling business in violation of Title 18, United States Code, Section 1955.

B. Object of the Conspiracy

It was part of the conspiracy that:

1. THOMPSON'S illegal gambling operation involved at least two components, sports bookmaking and parlay bets. The operation consistently accepted three types of wagers: straight wagers, totals wagers, and parlays.

a. A **straight wager** is a single bet on the outcome of a contest subject to the line, commonly expressed as a point-spread for football and basketball wagering. The point-spread subtracts points from the favorite's final score or adds points to the underdog's final score to encourage wagering on both sides of the contest. The bettor's selection must "cover the spread" to win the bet. A straight wager generally pays even money (*i.e.* \$1 paid for each \$1 bet), while a loser typically costs the amount wagered plus 10% "juice." Juice is a commission or fee customarily charged to losing wagers.

b. A **totals wager** also known as an over/under wager, is a single bet on the total points scored by both teams in a contest. The bettor wagers that the sum of the teams' final scores will be less than or greater than a predetermined number, which is also part of the game's line. A winning totals wager typically pays even money, while a losing totals wager generally is charged 10% juice.

c. A **parlay** consolidates two or more individual straight and/or totals wagers into a single bet. For the parlay to win, all of its components must win. If any component of the parlay loses, the entire wager loses. The incentive to bet a parlay is the higher potential payout versus placing the component wagers separately (*i.e.* a typical operation pays \$2.60 for each \$1 wagered on a winning

two-play parlay, although the exact pay out varies from operation to operation, and the same two \$1 straight and/or totals wagers would pay just \$2). Unlike straight and totals wagers, however, losing parlays generally are not charged juice because the bookmaker's profit is factored into the payout rate.

2. At least four individuals participated as sports bookmaking agents within THOMPSON'S gambling operation, including but not limited to Agent TM, Agent TL, Agent EF, and Agent BH, who are known to the Grand Jury. An agent, also known as a "runner" or "writer," acts as a distribution channel for the operation, introducing and/or servicing bettors' accounts in exchange for some form of compensation. Agents will place multiple wagers on individual games as well as make self-defeating wagers. Self-defeating wagers are bets on opposite sides of a contest at the same line by different bettors.

C. Overt Acts

In furtherance of the conspiracy and to effectuate the objects of it, one or more co-conspirators committed one or more of the following overt acts in the Eastern District of Arkansas and elsewhere:

1. On October 9, 2007, Agent TM and THOMPSON met outside a copy shop at the corner of H Street and University Avenue in Little Rock, Arkansas to pick up parlay cards. Agent TM regularly distributed and collected parlay cards for THOMPSON.

2. On December 11, 2008, Agent EF called THOMPSON and made self-defeating National Basketball Association ("NBA") game wagers on the Boston Celtics at minus 10 for \$300 and the Washington Wizards at plus 10 for \$100 in a single call. On that day, the Boston Celtics played the Washington Wizards in an NBA game.

3. On December 13, 2008, Agent EF called THOMPSON and placed two separate NBA bets on the Cleveland Cavaliers in a single call stating, "George, I got two, two bets on Cleveland

. . . One of them is, uh, Cleveland minus four for three hundred . . . The other one is Cleveland minus four for two hundred."

4. On December 19, 2008, Agent TM called THOMPSON and stated "We're covered up with work aren't we? Do you want me to separate these and put the bowl cards in one envelope and this week's in another envelope." THOMPSON replied, "That'd probably be a good idea."

5. On January 11, 2009, Agent BH called THOMPSON, confirmed the spread on a game with THOMPSON, and attempted to communicate a bet to THOMPSON on behalf of one of the bettors he serviced stating, "he wants the over for...oh man let me call him back, I forgot ...". Approximately one minute later, Agent BH called THOMPSON back and placed a bet on a sporting event.

All in violation of Title 18, United States Code, Section 371.

COUNT 13

(Marriage Fraud)

On or about January 26, 2009, in the Eastern District of Arkansas, the Defendant,

GEORGE WYLIE THOMPSON

aided and abetted others known to the Grand Jury in knowingly and lawfully entering into a marriage for the purpose of evading a provision of the immigration laws of the United States.

All in violation of Title 8, United States Code, Section 1325(c) and Title 18, United States Code, Section 2.

COUNT 14

(Conspiracy to Commit Wire Fraud)

A. Introduction

1. At all times material to this Indictment, THOMPSON was personal friends with CARY L. GAINES and Vendor B. Both GAINES and Vendor B owed THOMPSON personal debts.

2. Vendor B was a self-employed laborer.

3. GAINES was first elected to the North Little Rock City Council as a representative of Ward Three in 1990. GAINES was again elected to this position in 2006 and, at all times material to these allegations, GAINES held the office of city alderman for North Little Rock. North Little Rock has a mayor/city council form of government. Currently, the city of North Little Rock is divided into four wards, with each ward having two elected aldermen. The North Little Rock City Council meets every second and fourth Monday of the month.

4. As set forth in Ark. Code Ann. §14-42-107(b)(1), “No alderman . . . shall be interested, directly or indirectly, in the profits of any contract for furnishing supplies, equipment, or services to the municipality unless the governing body of the city has enacted an ordinance specifically permitting aldermen . . . to conduct business with the city and prescribing the extent of this authority.”

5. In addition to prohibiting aldermen from profiting from city contracts, state and municipal law require that any contract with a value greater than \$20,000 be publicly bid. The public bidding process contemplates that sealed bids will be reviewed by the mayor or his representative at a date and time certain, and that the city will send out project bid requests to contractors registered with North Little Rock.

B. The Charge

From on or about December 22, 2008 and continuously thereafter up to the date of this

Indictment, in the Eastern District of Arkansas and elsewhere, the Defendants,

**GEORGE WYLIE THOMPSON and
CARY L. GAINES**

conspired with each other and with others known and unknown to the Grand Jury, to commit certain offenses against the United States, that is, for the purpose of attempting to execute a scheme or artifice to defraud and to obtain monies from the City of North Little Rock, Arkansas, by false and fraudulent pretenses, representations, and promises, caused to be transmitted in interstate commerce, by means of an e-mail wire communication, certain signs and signals, in violation of Title 18, United States Code, Section 1343.

C. Objects of the Conspiracy

It was part of the conspiracy that:

1. GAINES agreed to attempt to facilitate the awarding of North Little City contracts to THOMPSON'S chosen vendor, Vendor B, so that GAINES and Vendor B could work off their debts to THOMPSON. In return, Vendor B agreed to kickback to both THOMPSON and GAINES a portion of the proceeds from the contract.

2. Initially, the scheme involved awarding a North Little Rock city concrete contract to Vendor B. However, when they experienced delays in the bidding process for the concrete contract, the object of the scheme turned to awarding a North Little Rock city landscaping project to Vendor B. The same kickback arrangement, whereby Vendor B would pay GAINES and THOMPSON a portion of the proceeds, applied to the landscaping project.

D. Overt Acts

In furtherance of the conspiracy and to effectuate the objects of it, one or more co-conspirators committed one or more of the following overt acts in the Eastern District of Arkansas and elsewhere:

1. On December 22, 2008, THOMPSON called GAINES and requested that GAINES find a no-bid city contract for Vendor B.
2. Also on December 22, 2008, THOMPSON called Vendor B and received no answer. Vendor B returned THOMPSON's call. THOMPSON and Vendor B discussed the possibility of THOMPSON assisting Vendor B in obtaining North Little Rock city contracts. THOMPSON requested that Vendor B provide paperwork on Vendor B's company. THOMPSON also stated that he could introduce Vendor B to GAINES.
3. Two days later, on December 24, 2008, THOMPSON met with GAINES, and while he was with GAINES, he called Vendor B and told Vendor B that Vendor B would need to be incorporated and bonded with the city of North Little Rock in order to get the contract.
4. On December 30, 2008, THOMPSON called Vendor B, and Vendor B complained that he did not have the necessary \$20,000 cash in his bank account to be bonded. THOMPSON replied to Vendor B, "Well, you just got a new partner." Vendor B continued to complain about the amount of paperwork involved in getting a city contract. THOMPSON then told Vendor B, "It'll be worth it in the long run. You get a \$90,000 job, that will take care of everything." Vendor B responded, "Well, yeah, that would have a tendency to put you and us both on the map. . . . Because that's the way I look at things, you know that people who help me are going to get helped." Then, with respect to GAINES' role in the contractor/bidding process, THOMPSON stated, "I think we can get around some of that, 'cause this boy'll be, the guy that's going to be getting the jobs will be

taking care of all that."

5. On January 7, 2009, GAINES returned a call to THOMPSON, and THOMPSON complained that Vendor B's license was going to cost \$2275. GAINES replied, "That much? . . . Let me find out Monday night, before you do that, then let me make sure we can get everything done. I'm gonna see the Mayor Monday night." The night of the next scheduled city council meeting was Monday, January 12, 2009. THOMPSON told GAINES that he had already given Vendor B the \$2275.

6. Later that same night, GAINES again contacted THOMPSON and reported that blogs and people were criticizing the city council for not taking bids. GAINES advised THOMPSON not to spend the money in case the scheme did not pan out. THOMPSON informed GAINES that THOMPSON had already spent the money, and GAINES replied, "Well, we'll go ahead and do it then. We'll move forward."

7. On January 28, 2009, two days after the January 26 city council meeting, GAINES called THOMPSON and reported that the aldermen and the Mayor wanted to bid the sidewalk contract out to one company for a year for about half a million dollars. GAINES asked THOMPSON to see if Vendor B could handle such a large project.

8. Later that same day, THOMPSON called Vendor B and reported to Vendor B what THOMPSON had learned from GAINES. THOMPSON and Vendor B then discussed Vendor B's bid. THOMPSON told Vendor B that the contract was worth about half a million dollars, and Vendor B responded, "You'll get 10% of that for sure, if not more." THOMPSON then stated, with respect to GAINES, "We got to give him a little help, too." Vendor B responded, "That's fine, if not more. I didn't want to advertise that . . . I'm one of those hush-hush guys." THOMPSON replied,

“Right, that will be just between you and I, because he don’t want his name involved in nothing because he’s on the council, you know, giving help.” Vendor B responded, “That’s understandable, totally. Matter of fact, that’s why I just keep my big mouth shut.” THOMPSON then reaffirmed that he would communicate a bid of \$2.50 per foot to GAINES for the contract, and Vendor B replied, “If it’s all said and done and I can clear \$1.50, I’ll be a happy son-of-a-bitch.”

9. On January 28, 2009, immediately following the call between Vendor B and THOMPSON, THOMPSON called GAINES and communicated the proposed bid of \$2.50 a foot.

Transition from Bid-Rigging of Concrete Contract to Landscaping Project

10. On March 3, 2009, GAINES called THOMPSON, and THOMPSON informed GAINES that Vendor B still had not been able to obtain his contractor's license. In an effort to move the process along, GAINES suggested that Vendor B bid on the concrete contract under another contractor's license. GAINES was eager to get the project moving and stated to THOMPSON that he just wanted to get out from under his debts as quickly as possible. At the end of this telephone call, GAINES suggested to THOMPSON that perhaps they could set Vendor B up with a landscaping project in GAINES's ward.

11. On March 13, 2009, GAINES called Vendor B and arranged to meet Vendor B at the I-40 Levy exit. The city had allocated money that could be used to landscape the land surrounding the exit. GAINES told Vendor B he wanted to outline the area and "break it into two different pieces where I can choose who I want to work on it that way.”

12. Later that day, GAINES and Vendor B met at the proposed landscaping site, at the I-40 Levy exit in North Little Rock, Arkansas.

13. Following the meeting at the Levy exit, GAINES called Vendor B.

Vendor B asked how many phases the landscaping project would involve. GAINES responded that there would be two or three phases, and confirmed the payment would be a grand total of \$60,000. Vendor B wanted some assurance that the contract would be granted to him. GAINES suggested that Vendor B work up a proposal and provide it to GAINES.

14. On March 20, 2009, Vendor B e-mailed GAINES a quote of \$19,900 for the landscaping work at the Levy exit. Per GAINES's request, Vendor B sent the quote as an attachment to an e-mail from a yahoo e-mail address to a gmail e-mail address. Yahoo, Inc. does not have any e-mail servers in the State of Arkansas.

15. On March 23, 2009, GAINES called Vendor B and said, "I got your email and everything. I'm heading to the council meeting now."

16. On March 24, 2009, GAINES called Vendor B and explained that he was discussing the contract with the Mayor but that the process would not move quickly.

17. On March 30, 2009, GAINES called Vendor B and stated that he had not "done anything with our project yet" because GAINES was tied up finalizing his divorce.

18. On April 3, 2009, THOMPSON called GAINES and stated with respect to the landscaping project, "All righty . . . let's go to work now." GAINES responded, "Oh, I am. I am. I really been . . . I could not be any closer to the Mayor than I am right now. Never been like this. I'm helping him, and he's helping me." THOMPSON replied, "Let's go forward," and GAINES replied, "I am, I am." THOMPSON stated, "Marching, marching, marching, onward Christian soldiers." GAINES stated, "Yeah, I got a lot to get back to you, and I will, too."

All in violation of Title 18, United States Code, Section 1349.

COUNT 15

(False Statement)

_____ On or about September 17, 2009, in the Eastern District of Arkansas, the Defendant,

CARY L. GAINES

in a matter within the jurisdiction of the United States Department of Justice, Federal Bureau of Investigation ("FBI") did knowingly and willfully make a false, fraudulent, and fictitious material statement and representation; that is, he stated to FBI agents that he never had a conversation with GEORGE WYLIE THOMPSON about a minimum amount of income THOMPSON could report on his tax return, when in fact he knew that the statement was false.

All in violation of Title 18, United States Code, Section 1001.

FORFEITURE ALLEGATION ONE

1. Upon conviction of the offense set forth in Count 12, GEORGE THOMPSON shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense[s] and, pursuant to Title 18, United States Code, Section 1955(d) and Title 28, United States Code, Section 2461(c), any property, including money, used in violation of the offense[s]. The property to be forfeited includes, but is not limited to, the following: \$188,960 in U.S. currency.

2. If any of the property described above, as a result of any act or omission

of the Defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION TWO

1. Upon conviction of the offense set forth in Count 12, GEORGE THOMPSON shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense[s] and, pursuant to Title 18, United States Code, Section 1955(d) and Title 28, United States Code, Section 2461(c), any property, including money, used in violation of the offense[s]. The property to be forfeited includes, but is not limited to, the following: \$19,070.00 in U.S. currency.

2. If any of the property described above, as a result of any act or omission of the Defendant:

- a. cannot be located upon the exercise of due diligence;

- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;
- d. has been substantially diminished in value; or
- e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

FORFEITURE ALLEGATION THREE

1. Upon conviction of the offense set forth in Counts 13, GEORGE THOMPSON shall forfeit to the United States of America, pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any property, real or personal, which constitutes or is derived from proceeds traceable to the offense[s]. The property to be forfeited includes, but is not limited to, the following: \$188,960 in U.S. currency.

2. If any of the property described above, as a result of any act or omission of the Defendant:

- a. cannot be located upon the exercise of due diligence;
- b. has been transferred or sold to, or deposited with, a third party;
- c. has been placed beyond the jurisdiction of the court;

d. has been substantially diminished in value; or

e. has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property pursuant to Title 21,

United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

(End of Text. Signature Page Attached.)